

RUHNKE & BARRETT
ATTORNEYS AT LAW

47 PARK STREET
MONTCLAIR, N.J. 07042
973-744-1000
973-746-1490 (FAX)

29 BROADWAY
SUITE 1412
NEW YORK, N.Y. 10006
212-608-7949

DAVID A. RUHNKE (davidruhnke@ruhnkeandbarrett.com) ◊ JEAN D. BARRETT (jeanbarrett@ruhnkeandbarrett.com)

SERVED AND FILED VIA ECF
WITH REDACTED EXHIBIT

Hon. Richard J. Sullivan, United States Circuit Judge
Thurgood Marshall United States Courthouse
40 Foley Square
New York, N.Y. 10007

Supervisee's request is
GRANTED. IT IS HEREBY
ORDERED that Supervisee's
surrender date, currently
set for December 13, 2021,
is adjourned for one week
to December 20, 2021.

SO ORDERED: 
Dated: 12/10/21 RICHARD J. SULLIVAN
U.S.C.J., Sitting by Designation

Re: *United States v. Edwin Ruiz, 11-cr-676(RJS)*

Dear Judge Sullivan:

I write, respectfully, to confirm the transmission to Chambers of Mr. Ruiz' *pro se* request to extend the date of his surrender by one week, to and including December 20, 2021. A copy of that request and redacted exhibit are attached.

The Court's attention to this matter is appreciated.

Respectfully yours,
David A. Ruhnke
David A. Ruhnke
Counsel to Edwin Ruiz

cc: All parties via ECF w/ redacted exhibit

Dear Judge Sothman,

I am writing to request a one-week extension of my surrender date to Dec. 20 2021, in order to assist my family in moving into our new apartment.

I know that you already granted me an extension until Dec. 13, and for that I am extremely grateful.

I have used my time productively. In that time, I was able to successfully return my clients' vehicles and close out my body shop. I was also able to secure a new apt. for my wife and children in the Bronx on Dec. 8. And my wife and children have a move date of Dec 15. I am sending you a copy of the lease which shows a move in date.

I am respectfully requesting an additional week to surrender. In order to assist my ~~wife and~~ family in this timely hand change to this new apt. Unfortunately, my wife does not have a driver's license, and she does not know how to drive. We also don't have any other family members or local friends who can assist us with the move. So I am relying on me to help with an extension of the surrender date. Dec. 20th. I will have 5 days to

Close at property in Yonkers, pack out all belongings
clean and de bug the new apt. so that my ch. when
can move in safely. I completely confident that
I will be able to accomplish this in the five days
between Dec 15 and Dec. 20, and I assure the
Court that I will not be lacking and further
extension to my surrender date.

Finally, I acknowledge and take full responsibility
for my actions. I know that my wife and
children would be in the situation they are in
right now if I hadnt been up. Nevertheless, I want

to do what I can to ensure that my actions
and my own mistakes do not worsen the
lively hood for my wife and children. Accordingly,
I humbly and respectfully request that your
honor grant me this additional one week extension

Thank you
Hans Middendorf
Edwards

APARTMENT LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS
UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES
DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.)

The Landlord and Tenant agree as of

LANDLORD:

ADD REALTY LTD

Address for Notices: PO Box 938
YONKERS, NY 10704
Apartment Land Office, if any: 36
Bank: 718-304-4825

to lease the Apartment as follows:

TENANT:

DANIELA JACQUELINE RUIZ

3561 DERALB AVE
BRONX, NY 10467 APT. 20.

Apt. 20

Term	ONE YEAR	beginning	12/15/2021	ending	11/15/2022
Yearly Rent	\$ 17,400.00	Monthly Rent	\$ 1,450.00	Security	\$ 1450.00

1. Use. The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. The Apartment is subject to limits on the number of people who may legally occupy an Apartment of this size.

2. Failure to give possession. Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time. If not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent. The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. If a check from Tenant to Landlord bounces, Tenant shall be charged \$25 for processing costs as added rent. If rent or added rent is not received within 3 days of the due date, Landlord may charge the Tenant a late fee of (1) \$25, or (2) 15% of the sum due, each month, as added rent.

4. Notices. Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed. Tenant must notify Landlord if Tenant joins the U.S. Military or becomes dependent on someone in it.

5. Security. Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damage Landlord suffers, because of Tenant's failure. If the Landlord uses the security, Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessor. In that event Tenant will look only to the buyer or lessor for the return of the security and Landlord will be deemed released. Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services. Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevators, if any, and (d) heating if central air conditioning is installed. Landlord is not required to install air-conditioning. Stoppage or reducing of services will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce his rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's acts or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, toaster, refrigerator, air conditioning equipment, or other apparatus unless arranged by Landlord or with Landlord's written consent. Tenant must not use more than the space than the writing on the floor plan of the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air conditioning, or electrical systems, because of accident, emergency, repair, or changes until the work is complete.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10-days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alterations. Tenant must obtain Landlord's prior written consent to make any partitioning, remodeling, "book-on" alterations, partitions, railings, or change the plan of the Apartment.

8. The Term. Tenant shall comply with the demand as Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

9. If a fire is in the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or hand the amount stated in the Lease. Landlord may do so if Tenant fails within 30 days after Landlord has notice about the fire. Landlord's costs shall be added rent.

10. Repairs. Tenant must take good care of the Apartment and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's action or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

11. Fire, accident, defect, damage. Tenant must give Landlord immediate notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to starting insurance claims, obtaining estimates, labor and supply problems or any other cause, not fully under Landlord's control.

12. If the apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delay in receipt of insurance settlement, labor trouble and causes not fully within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, all repairs will be made at Tenant's expense and Tenant must pay the full rent with no charge. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of Real Property Law § 227.

13. Liability. Landlord is not liable for loss, expense, or damage to any person or property, unless Landlord is negligent. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

Tenant is responsible for Tenant's security.

14. Entry by Landlord. Landlord may enter the Apartment at reasonable hours to repair, inspect, determine, install or work on master antennae or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lessors, or tenants of the entire Building or land. At reasonable hours Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

15. Assignment and sublease. Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other to use the Apartment. If Tenant does, Landlord may cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credits toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

16. Subordination. This Lease and Tenant's rights, are subject and subordinate to all present and future (a) leases for the Building or the underlying land, (b) mortgages on the Building or the underlying land.

of the Apartment or Building is taken, Landlord may cancel this Lease or notice to Tenant. The notice to Tenant must be given in writing 30 days from the date of cancellation to Landlord on the cancellation date together with all rent due to that date. The rental amount for any taking belongs to Landlord. Tenant agrees to Landlord any interest Tenant may have in any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

11. Tenant's duty to obey laws and regulations. Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requirements, and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

12. Tenant's default. A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 5 days.
- (2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 30 days.

(4) Improper conduct by Tenant annoying other tenants, 30 days.

(5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default within time stated, or violates Section 10A, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice must state the date (Tenth will) and which may be no less than 10 days from the date of the notice. On the cancellation date in the notice the Tenant must leave the Apartment and give Landlord the key or other key to the cancellation date. Tenant continues to be responsible for maintaining the Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently thereafter.

B. If (1) Tenant's application for the Apartment contains any material misstatement of fact, (2) Tenant maintains a nuisance, or (3) Tenant vacates the Apartment, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 10A.

C. (1) If the Lease is canceled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, (i) keep all the remaining rent; (ii) possession over the Apartment and remove Tenant and all persons of property; and (iii) use eviction or other lawful method to take back the Apartment.

D. If this Lease is canceled, (i) Landlord takes back the Apartment, the following taken place:

- (1) Rent and added rent for the unexpired Term is due and payable.
- (2) Landlord may relet the Apartment and keep it in. The reletting may be for any term. Landlord may charge any sum or no sum and give preference to the new tenant. Landlord may, at Tenant's expense, do all work Landlord reasonably feels obliged to put the Apartment in good repaired preparation for renting. Tenant stays liable and is not released except as provided by law.

(3) Any rent received by Landlord for the remaining shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and recovering the Apartment, including, but not only reasonably, legal fees, attorney fees, cleaning and repairing costs, advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any recovery of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square feet. Money received by Landlord from the rent is paid other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

(6) Landlord relets the Apartment, the last that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

13. Jury trial and cross-complaints. Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage. Tenant gives up any right to bring a cross-complaint or set-off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease or Apartment.

14. No waiver. Negligence. Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

15. Insolvency. (1) If Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. Many of the above is not fully discussed within the 30 days, the Term shall end on the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset. If Tenant files a voluntary bankruptcy petition or an involuntary bankruptcy petition is filed against Tenant, Landlord may end this Lease.

16. Rules. Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenant. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules.

Rider Additional terms on _____ page(s) initiated at the end by the parties is attached and made a part of this Lease.

Signatures, effective date. Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

- (1) The comfort or rights of other Tenants must be taken into account. The rooms in the Apartment must be kept clean and neat. No trash, cigarette butts, trash, oil, windows or exterior walls of the Apartment must be damaged or defaced.
- (2) Tenant may not efface door numbers. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed in passenger elevators.
- (3) Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.
- (4) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.
- (5) Dogs, cats or other pets are not allowed in the Apartment or Building.
- (6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.
- (7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.
- (8) Moving furniture. Furniture or equipment must be scheduled with Landlord. Tenant must not load Landlord's employees on demands.
- (9) Wrongly parked cars may be removed without notice at Tenant's cost.
- (10) Tenant must not allow the cleaning of the windows or other parts of the Apartment or Building from the outside.
- (11) Tenant shall conserve energy.
- (12) Representations, changes in Lease. Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party. Tenant is not in the U.S. Military nor dependent on someone who is.
- (13) Landlord unable to perform. If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliance. Landlord is required to supply this Lease shall not be ended, or Tenant's obligations affected.
- (14) End of term. At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear. Remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving out and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Statutory Federal holiday the Term shall end on the prior business day.
- (15) Space "as is". Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.
- (16) Landlord's warranty of habitability. Landlord states that the Apartment and Building are fit for human living and there is no condition that is dangerous to health, life or safety.
- (17) Landlord's expenses. If Tenant requires Landlord's representation and legal advice and such counsel is not given, Tenant's only right is to sue in the Court for a declaratory judgment to force Landlord to give counsel. Tenant's expenses for such a suit against Landlord for money or payment amounts, Tenant's reasonable attorney fees and costs.
- (18) Legal expenses. The cost of legal expenses incurred by Tenant between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may exceed reasonable legal fees and costs paid by the other party.
- (19) Limit of recovery. Tenant is limited to Landlord's interest in the Building for payment of judgment or other claim made against Landlord.
- (20) Lease binding on. This Lease is binding on Landlord, Tenant and their heirs, distributees, executors, administrators, successors, and assigns.
- (21) Landlord. Landlord means the owner (Building or Apartment), lessor of the Building, or a lessee in possession, Landlord's obligations and the when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do may be done by Landlord's agents or employees.
- (22) Paragraph headings. Paragraph headings are for convenience only.
- (23) Rent regulation. This section applies if the Apartment is subject to the N.Y.C. Rent Stabilization Law and Code of the Emergency Tenant Protection Act.
- (24) Landlord may have proper cause to apply to the Division of Housing and Community Renewal (DHCR) for assistance. If Landlord does apply and is found to be entitled to an increase in rent or other aid, the Landlord and Tenant agree:

 - (1) To be bound by the determination of the DHCR, if determined.
 - (2) Tenant will pay any rent increase in the amount set by the DHCR.
 - (3) Despite anything contained in Paragraphs 1a and 1b, if Landlord agreed in the event that an order is issued increasing the stabilization rent because of Landlord's handling of the emergency, may, within 30 days of receipt of a copy of the DHCR's order, cancel this Lease on 30 days written notice, unless Landlord can, during the period prior to canceling, the preceding Tenant may continue in occupancy at no increase in rent.
 - (4) The rent provided for in this Lease may be increased, or decreased, retroactively to the commencement of the Lease to conform to the local, city, Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the N.Y.C. Rent Guidelines Board or appropriate county, town, or guidelines board.
 - (5) This Lease and all riders shall continue in full force and effect, and, except as modified above, shall in no way be affected by this section.

WITNESS

